

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER		PAGE 1 OF 71	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912HN-04-Q-0006	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LETHA M JONES		b. TELEPHONE NUMBER (No Collect Calls) (912)652-5072		6. SOLICITATION ISSUE DATE 13-Feb-2004	
9. ISSUED BY US ARMY ENGINEER DISTRICT SAVANNAH 100 W OGLETHORPE AVENUE SAVANNAH GA 31401-3640		CODE W912HN		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 0782 SIZE STANDARD: \$6M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED			
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (Location)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42c. DATE REC'D (YY/MM/DD)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

NOTES TO BIDDER

QUOTATIONS ENVELOPES SHOULD ANNOTATE THE FOLLOWING INFORMATION ON THE BOTTOM LEFT CORNER OF THE ENVELOPE:

SOLICITATION: W912HN-04-Q-0006 (Letha Jones)

Landscaping Maintenance Landfill 13, Ft Benning, GA

Closes: 2:00 PM (EST), March 15, 2004

A copy of this Request for Quotation and Scope of Work are available electronically on the Internet at the following web site: <http://ebs.sas.usace.army.mil>.

REFERENCES FOR APPENDIX A, PERFORMANCE QUESTIONNAIRE, SHALL BE SUBMITTED IN ACCORDANCE WITH INSTRUCTION IN CLAUSE 52.209-4002.

NOTE 1: Effective October 1, 2000 the North American Industry Classification System (NAICS) has replaced Standard Industrial Classification (SIC). The SIC Code for this action is 0782 and the NAICS Code is 561730, the size standard is \$6,000,000.

NOTE 2: TO REQUEST APPENDIX B, AS-BUILT DRAWING, CONTACT LETHA JONES AT (912) 652-5072 OR FAX (912) 652-6061.

SITE VISIT POINT OF CONTACT: West Area Engineer Office, Mr. Jeff Hill, phone (706) 544-1165.

Period of Performance will begin upon date of award of purchase order, for the period of one year. The Contracting Officer may at his/her discretion exercise one (1) option year in accordance with FAR 52.217-9.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MAINTENANCE ACTIVITIES – BASE YEAR			\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	MOWING (TWICE PER YEAR)	2	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	FERTILIZATION	1	Lump Sum	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	GRASS, WEED, AND TREE CONTROL AT FENCES, FUMES, AND RIPRAP (TWICE PER YEAR)	2	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	TREE REMOVAL AND PRUNING (TWICE PER YEAR)	2	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	CLEANOUT/MAINTENANCE OF DITCHES, CHECKDAMS, AND STORM CATCHMENT BASINS	1	Lump Sum	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	MAINTENANCE OF METHANE VENT WELLS, GROUNDWATER MONITORING WELLS, PROTECTIVE BOLLARDS, AND DRAIN GRATES AND CLEAN-OUTS	1	Lump Sum	\$ _____	\$ _____

TOTAL BASE YEAR (CLINs 0001AA – 0001AF) \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002				\$ _____	\$ _____
OPTION	MAINTENANCE ACTIVITIES – OPTION YEAR				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		2	Each	\$ _____	\$ _____
OPTION	MOWING (TWICE PER YEAR)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		1	Lump Sum	\$ _____	\$ _____
OPTION	FERTILIZATION				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		2	Each	\$ _____	\$ _____
OPTION	GRASS, WEED, AND TREE CONTROL AT FENCES, FUMES, AND RIPRAP (TWICE PER YEAR)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD		2	Each	\$ _____	\$ _____
OPTION	TREE REMOVAL AND PRUNING (TWICE PER YEAR)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE		1	Lump Sum	\$ _____	\$ _____
OPTION	CLEANOUT/MAINTENANCE OF DITCHES, CHECKDAMS, AND STORM CATCHMENT BASINS				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF		1	Lump Sum	\$ _____	\$ _____
	MAINTENANCE OF METHANE VENT WELLS, GROUNDWATER MONITORING WELLS, PROTECTIVE BOLLARDS, AND DRAIN GRATES AND CLEAN-OUTS				

TOTAL OPTION YEAR (CLINs 0002AA-0002AF) \$ _____

TOTAL BASE AND OPTION YEAR (All CLINs) \$ _____

SOW

SCOPE OF WORK

**MAINTENANCE ACTIVITIES
CLOSED LANDFILL 13
HARMONY CHURCH AREA
FORT BENNING, GEORGIA**

Prepared For:
U.S. Army Infantry Center and Ft. Benning
ATTN: ATZP-PWN-P
Fort Benning, GA 31905-5122



Prepared By:
U.S. Army Corps of Engineers
ATTN: CESAS-EN-GH
P.O. Box 889
Savannah, Georgia 31402-0889



January 2004

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APPENDICES

APPENDIX A: Site Location Map

APPENDIX B: As-Built Drawings

APPENDIX C: Operation and Maintenance Manual, Landfill 13 (Text only).

APPENDIX D: Performance Questionnaire

**SCOPE OF WORK
MAINTENANCE ACTIVITIES
CLOSED LANDFILL 13
FORT BENNING, GEORGIA**

1.0 GENERAL

1.1 **Background Information.** Fort Benning is a Government owned and Government operated military installation under the jurisdiction of the U.S. Army Training and Doctrine Command (TRADOC). It is situated immediately south of Columbus, Georgia and extends into Alabama. The post covers portions of three counties including Muscogee and Chattahoochee in Georgia, and Russell in Alabama, with a total area of approximately 184,000 acres. It is currently designated the U.S. Army Infantry Center with a primary mission of training military personnel in infantry, airborne, and combined-arms tactics, as well as being the home of several Army boards and schools. The post was established in September 1918 and has had continuous military activity to the present time. The facility has been host to various military training to include basic and advanced infantry training, airborne training, and Ranger training. Personnel strengths on the post have ranged as high as 40,000, primarily during WW II and the Korean and Vietnam conflicts.

The closed landfill site is located in the Harmony Church Area of Fort Benning. Closed Landfill 13 (SWMU FBSB-75 {also listed as FTBN-013}) is located on a finger ridge situated between Marne Road on the north, Old Cussetta Road on the east, and US Highway 27 on the west.

1.2 **Authority.**

10 USC Chapter 160 - Defense Environmental Restoration program
42 USC 6901 et. Seq.; 49 CFR 264, Title II, Subpart C, Section 3004 - Resource Conservation and Recovery Act
CERCLA/SARA, Sections 120, 104 (b) and (e), 113k, and 211, paragraph 2705.

1.3 **References.**

1.4.1 Installation Assessment of Fort Benning, Ga., Report No. 307, USATHAMA, July 1982.

1.4.2 Preliminary Site Inspection for Fort Benning Military Reservation, Report No. 91032, USATHAMA, Jan 92

1.4.3 Interim Final Guidance, RCRA Facility Investigation (RFI) Guidance, EPA 530/SW-89-031, Volumes I-IV, May 1989.

1.4.4 Resource Conservation and Recovery Act, Facility Investigation Workplan for U.S. Army Infantry Center and Fort Benning, Revision 1, October 1997.

1.4.5 Draft Final Supplemental RFI Report, Landfill 13, Fort Benning, Georgia, Rust Environment & Infrastructure, Inc., March 1997

2.0 DESCRIPTION OF SERVICES

2.1 TASK 1 - Maintenance Activities

2.1.1 Background Information. Closed Landfill 13 was a sanitary landfill used for disposal of all wastes generated on Fort Benning. The facility was active between 1965 and 1983. The site covers approximately 60 acres of actual fill material. The fill zones generally lie astride and along the natural ridge at the site, with some wastes spilling over the slopes. The site has been capped with a Resource Conservation and Recovery Act (RCRA) Subtitle C approved cap. The cap consists of a 24-inch thick layer of compacted soil over the wastes, an impermeable membrane liner (40 mil HDPE), a synthetic clay liner, supporting geonet and drainage materials, and a final cover of 24 inches of soil. The cap extends to the bottom of the slopes on all sides of the natural ridge. Side slopes vary from 3H: IV to 1H: IV. The total area covered by the capping materials is approximately 65 acres. The site is surrounded on all sides by chain-link fencing. The total fenced area of the site is approximately 90 acres. The site has numerous methane vents, groundwater monitoring wells, surface water collectors, drains, drain cleanouts, and drainage ditches. All drainage ditches are lined with stone riprap along the slopes of the landfill, for erosion prevention. Storm flow catchment basins exist on the southeast, southwest, and northern sides of the site, outside the cap but within the fenced area. The entire site is grassed, except for existing, ongoing erosion at several locations. Re-seeding/re-grassing repairs have been instituted under other contracts for this site. Pine trees are sprouting across the entire site.

2.1.2 General Requirements and Standards

2.1.2.1 Management of Work. The Contractor shall furnish an experienced and qualified site manager, supervisor, or foreman to oversee all work under this contract. The site manager will have written authority from the Contractor to direct all work. The Contractor shall submit the experience and qualifications of the proposed site manager to the Government for review and approval.

The individual will have a minimum of 3 years experience in the types of maintenance activity listed under this contract. In addition, at least one year of supervisory experience is required.

The site manager must also demonstrate a relevant knowledge of sanitary landfill hazards and potential problems, which could be encountered while conducting the maintenance activities on such sites. In lieu of demonstrated knowledge about sanitary landfills, the site manager may be currently certified as having completed the 40-hour safety training specified under the Occupational Safety and Health Administration (OSHA) regulations at 29 CFR 1910.120, along with a current 8-hour annual refresher, and OSHA required supervisory training under 29 CFR 1910.120.

The Contractor's site manager shall notify the Government at least two weeks in advance of conducting any site inspection or beginning any cycle of maintenance. The site manager shall contact the Government at the beginning of each maintenance cycle in order to conduct a site walkover/inspection and set work schedules.

The Government shall accompany the site manager on the site walkover/inspection at the beginning of each

maintenance cycle. The site manager shall then prepare and submit to the Government any changes to schedules, or requirements for maintenance not covered under the scope of services included under the contract. The site manager shall accompany the Government on a post-work inspection to verify completion of all work items for each cycle of maintenance. Requirements for maintenance not covered under the scope of services under this contract shall not be conducted without the prior approval of the Contracting Officer and modification to the contract.

The Contractor's site manager shall be onsite during all maintenance activity when direct supervision of employees is necessary to ensure compliance with the services required by this contract. The site manager shall be capable of being in direct contact, through radio or telephone, with site workers at all other times such that site workers can receive instructions without undue delays to the work. The site manager shall furnish the Government a telephone number at which they may be contacted during daily work hours.

2.1.2.2 Scope of Effort. The Contractor shall provide the necessary labor, time, equipment, materials, and supplies in sufficient quantity and quality to conduct the services described in a workmanship-like manner. The work shall be conducted in accordance with established schedules and shall meet the performance standards described in these technical provisions. The Operations and Maintenance Manual for Landfill 13 provided at Appendix C, is an integral part of the technical provisions of this contract.

The scope of services to be performed by the Contractor covers the following work elements. 1) Fertilization and mowing, with weed and tree control, on the grassed surfaces of the site, including slopes and ditches, gas vents, and bollards. 2) Trimming of grasses, weeds, and tree control along fences and in riprap ditches and drainage flumes/swales on the site. 3) Tree removal and pruning along and outside of the perimeter fence at the site. 4) Cleanout/maintenance of drainage ditches, culverts, check dams. And 5), maintenance of methane vent wells and bollards, groundwater monitor wells and bollards, and drains and drain cleanouts. Performance details for each work item are described below. The Contractor shall also use the O & M Manual for additional guidance in determining the types, frequency, and quantity of maintenance items to be performed during each cycle of work. The O & M Manual is found at Appendix C of these technical provisions.

The performance of groundwater, surface water, and methane monitoring is not a part of this contract. The Contractor will receive information related to groundwater, surface water, and methane conditions at the site from the Government, upon written request by the Contractor for such information.

2.1.2.3 Equipment and Safety. All Contractor furnished equipment shall be in good repair and be matched to the job to be performed. The Contractor is solely responsible for maintaining his equipment to normal operational standards and for all safety-related items. It shall meet all safety requirements as required by OSHA and the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, latest edition. All vehicles, tractors, trucks, etc. shall have operable backup warning signals and fire extinguishers, at all times while the Contractor is working onsite. Contractor personnel shall be furnished with appropriate personal safety equipment while working onsite. Personal protective equipment shall include, but is not limited to, hard-hats, eye protection, hearing protection, respirators for dust, and appropriate protective clothing, as required by the tasks being performed. All personal protective equipment shall be in good operable condition and shall be replaced when it fails to meet the safety standards for its designated use. It is the Contractor's responsibility to meet all requirements under OSHA during the performance of the work under this contract.

2.1.3 Contractor Submittals.

2.1.3.1. Schedules. The Contractor shall prepare and provide to the Government, within 30 days of receipt of the signed purchase order, a schedule/progress chart of work items and estimated dates of work for each maintenance cycle.

2.1.3.2. Health and Safety Submittals. The Contractor will submit an Accident Prevention Plan as specified under Section 3.3 of the Health and Safety Requirements.

2.1.3.3. Supervisor Experience/Qualifications. The Contractor shall submit the work experience and qualifications for the site manager/on-site supervisor assigned to the contract, as required under Section 2.1.2.1.

The Contractor shall access the EM 385-1-1 web site at http://www.hq.usace.army.mil/soh/hqusace_soh.htm to determine the latest changes to EM 385-1-1.

2.1.4 Description of Site Work Items.

2.1.4.1 Subtask 1.1 - Mowing of Grassed Areas. The Contractor shall mow and trim grass on and around the landfill on a twice-yearly basis, approximately in June and October of each year. **This schedule replaces the schedule in Section 4.5 of the O & M Manual.** All areas inside the fence are covered by this work. Mowing may be accomplished using tractor mounted rotary mowers over most of the landfill area, approximately 85% of the site. Low center of gravity tractors designed for slope conditions may be required for the work. Extendable boom-type mowers are also allowed. Where slopes exceed safe tractor operation, and where rutting and sliding of the tractor tires would create damage to the RCRA Cap or slopes, such areas of the landfill shall be trimmed by hand-operated mowers/trimmers. Additionally, hand-operated mowers/ trimmers will be used around all methane vent wells, ground water monitor wells and their associated protective bollards. See Section 2.2.4.5.

Grass shall be mown to a height of 3 to 6-inches above ground surface. Areas of the slopes to be maintained with the string-type trimmers shall be trimmed to not more than 10 inches above ground surface for grasses and weeds. All trees and shrubs shall be trimmed at ground level. In general, the work effort on hand-trimmed slopes shall concentrate on maintaining weed and tree control on the slopes. Grass mowing around engineering features, such as methane vent wells and groundwater monitor wells will be accomplished using hand-operated equipment to a distance of 3 feet beyond the protective bollards.

2.1.4.2 Subtask 1.2 - Fertilization. The Contractor shall fertilize the grassed areas of the landfill inside the fence on a once per year basis. Fertilization rates are 400 pounds per acre of 6-12-12 and 100 pounds per acre of 33% ammonium nitrate. Application shall occur during April/May, or as directed by the Government.

2.1.4.3 Subtask 1.3 - Grass, Weed, and Tree Control at Fences, Drainage Flumes/Swales, and Riprap Areas. The Contractor shall trim and maintain grasses, weeds,

brush, and trees along and within the various engineering control features of the site. This operation shall occur at the same time as mowing operations in 2.1.4.1 above. The Contractor shall use hand-operated equipment to perform this maintenance.

Grass, weeds, brush, and trees shall be cut to within 2 inches of the ground and/or riprap surface. All vegetation growing into the fabric of the fence shall be removed from the wire during each maintenance event. Trimming shall extend a minimum of 5 feet beyond the exterior line of the perimeter fence. The Contractor may use tractor mowers outside the fence line where ground conditions allow such access and usage. Tractor maintained areas along the fence shall be cut to a height of not more than 6-inches above ground surface.

2.1.4.4 Subtask 1.4 - Tree Removal and Pruning. Tree removal and pruning shall be conducted on the same schedule as in 2.1.4.1 above. The Contractor shall cut and remove all trees and/or shrubs, which have fallen against or across the perimeter fence. The Contractor shall fell dead trees within 50 feet of the exterior line of the fence, in coordination with the Corps' Technical Point of Contact. In addition, the Contractor shall prune any shrub or tree to a height of 10 feet above the top of the fence for any limbs extending over the fence line. Pruning is required to prevent over-the-fence entry by unauthorized personnel. It is anticipated that the Contractor will use hand-operated equipment to perform this activity due to the wooded terrain conditions along the site boundary.

Cut debris shall be spread in the adjacent wood line, at least 20 feet from the fence. When necessary for safe handling, all trees/shrubs shall be cut into lengths, which can be readily moved by hand. All dead trees within 50 feet of the exterior line of the fence shall be felled to prevent future damage to the fence. Stumps from such trees shall be cut to within 1.0-foot of ground surface.

The Contractor shall consider that an average of 10 trees greater than 6-inches in diameter will need removal during the one-year period of the contract from the Notice-to-Proceed. Additionally, the Contractor shall consider that up to 15 trees/shrubs less than 6-inches in diameter will also need removal during the same period of time.

The Contractor is liable for all damage to the fence from felling of dead timber. All repairs/replacement to the fence for such damage shall be solely at the Contractor's expense. See Section 2.1.4.6.

2.1.4.5 Subtask 1.5 - Cleanout and Maintenance of Existing Drainage Ditches, Checkdams, and Stormwater Catchment Basins. The Contractor shall perform the work associated with this item on a once-per-year basis. It is expected that this work will be performed after the summer rainy season, in the fall or early winter. The Contractor shall inspect each drainage ditch, culvert, riprap ditch, check dam, catchment basin, and overflow structure for damage and blockages. All damages such as slope-failure in drainage ways, washouts, uncontrolled erosion of ditch banks, etc. shall be identified by location and areal extent to the Government in the form of a marked-up version of the site plans. All blockages, to include blocked drains, blocked overflow structures, debris blocking the flow in ditches, and silting-in of flow control basins and checkdams shall also be identified to the Government.

The Contractor shall clear blockages to the surface water flow control structures on the site. Checkdams in drainage paths and riprap zones of drainage ditches shall be cleared of inert debris such as limbs and brush and/or weeds. The weeds and brush material will be placed in

areas of the site over which the tractor mowers can be used to reduce/shred the debris, such that it can be left on site. Each surface water drainage way, inflow drop structure grating, or inflow point shall be cleared of grass and other debris by mowing with hand-operated equipment. Grass shall be mown to a height of not more than 2 inches above ground surface, for a distance of 3 feet in all directions from the inflow point. Each overflow structure at the catchment basins, both inflow and outflow points, shall be cleared of any blocking debris by hand. Debris shall be handled as described above.

Riprap shall be re-arranged within the existing drainage flumes where erosion damage appears to be occurring, to aid in limiting further damage. The Contractor shall assume four man-days of effort for hand labor to perform this task once during the term of the contract.

All loose riprap stone found outside the normal perimeter of each drainage feature, which is of such diameter that it can be struck by the tractor-pulled rotary mowers, shall be placed back into the drainage way during the first maintenance event under this contract. This operation is necessary to prevent and/or minimize damage to rotary mowers and potential injury to personnel from flying rock debris.

2.1.4.6 Subtask 1.6 - Maintenance of Methane Vent Wells, Groundwater Monitor Wells, Protective Bollards, and Drain Grates and Clean-outs. The Contractor shall perform general maintenance activities on the various well structures, drain grates, and drain clean-outs on a one-time basis during the term of the contract. The methane venting system consists of 34 vent wells on the landfill, with protective bollards. The groundwater monitoring system consists of 23 wells around the perimeter of the landfill, some of which are outside the fence line. Most of the groundwater monitor wells have protective bollards. Approximately 6 have no protective bollards. The number of surface drain collector grates is estimated at 20. The number of drain clean-out ports is estimated at 20. The Contractor shall inspect all methane, groundwater, and drain facility equipment during each semi-annual mowing event to determine the need for and level of maintenance required. **This schedule replaces the schedules in Sections 2.1, 2.2, 3.1, 4.1, 4.2, and 4.3, of the O & M Manual.** The Contractor shall identify the required maintenance to the Government prior to completing the work.

Maintenance activities include, but are not limited to the following elements: re-painting metal well casings, protective casings, and protective bollards, painting of drain grates, opening each drain clean-out and removing any debris or sediment, replacement of protective screens on methane vent wells, and removal of debris/trash/grass, etc. from the area within 3 feet of the protective bollards. Mowing around the bollards and wells shall be by hand-operated equipment to a distance of 3 feet from all structures. The Contractor shall consider that 25% of each type well, associated bollards, and drain grates will require re-painting during the one-year period of this contract.

The Contractor shall use paint suitable for exterior metal surfaces for all re-painting of drain grates, methane vent and groundwater monitor wells, and their associated protective bollards. **The Contractor shall propose the paint specification for review and approval by the Government.** Where needed, metal surfaces shall be cleaned of rust and dirt and a suitable metal primer applied before the final exterior paint coating is applied. Internal PVC piping, i.e., riser casing within the groundwater monitor well protective casing, **SHALL NOT** be painted. All external, protective lids shall remain closed at all times during painting at any groundwater

monitoring well. Monitor wells outside the fenced area of the landfill shall be inspected and maintained the same as those inside the fence.

Drain grates shall be inspected for damage and identified for replacement or re-painting, as needed. All drain grates shall be removed from their portal and inlet ports shall be cleaned of any blockages of dirt and/or debris on a once yearly basis. All re-painting shall be equal to the same requirements as for methane and groundwater well painting.

Drain clean-out ports shall be opened and cleaned of debris and/or sediment on a once yearly basis. All drain clean-out covers shall be replaced upon completion of maintenance activity at any clean-out point.

The Contractor shall inspect each methane vent well protective outlet screen for damages. Screens which, are missing or have been damaged such that animals or birds could enter the vent well, shall be replaced. The Contractor shall identify to the Government all methane vent wells requiring protective screen replacements. The Contractor shall consider that 10 protective screens may need replacement during the one-year period of this contract. Replacement screen shall be equal to or exceed the specifications of the existing protective screen material. The Contractor shall install the protective screen(s) to the same standard as the original installation.

2.1.4.7 **Subtask 1.7 - Protection of Engineering Controls.** The Contractor shall use due diligence to ensure no damage is caused by their activities during the course of work under the contract. **The Contractor is solely responsible for damage to fencing, gates, methane vent wells, groundwater monitor wells, protective bollards, drain clean-out covers/piping, and other engineering features damaged by Contractor equipment or personnel in the course of contracted work on the site.** All repairs/replacements shall bring the damaged equipment to a condition of equal to or better than the existing engineered equipment feature(s) before damage occurred. The Contractor shall propose any such corrective actions to the Government for approval. The Government will inspect and determine the adequacy of the Contractor's corrective action. Any deviations, or variances to the approved plan, will be corrected to the satisfaction of the Government, before acceptance of the corrective action by the Government.

2.1.5 **Measurement and Payment.**

2.1.5.1 **Scope.** This section covers the description of measurement and payment for work items under TASK 1 of the Scope of Work.

2.1.5.2 **General.** The price for Task 1 shall cover all work required by the contract documents. All costs in connection with the proper and successful completion of the work, including overhead and profit, furnishing all materials, equipment, supplies, tools, and labor, and performing all necessary supervision, planning and reporting, shall be included in each subtask item. All bidders are encouraged to visit the site prior to submitting a bid.

2.1.5.3 **Measurement and Payment of Subtask Items.**

2.1.5.3.1 - **Mowing of Grassed Areas**. Measurement for mowing operations shall be on the basis of EACH completed mowing cycle. Measurement for fertilization shall be on the basis of EACH completed fertilization at the applicable rates. Payment shall be made on a LUMP SUM basis and shall not be made until the work has been inspected and approved by the Government. Payment shall cover all expenses for administration, supervision, labor, materials, equipment, and supplies required to perform the work under the subtask item.

2.1.5.3.2 - **Fertilization**. Measurement for fertilization shall be on the basis of EACH completed fertilization at the applicable rates. Payment shall be made on a LUMP SUM basis and shall not be made until the work has been inspected and approved by the Government. Payment shall cover all expenses for administration, supervision, labor, materials, equipment, and supplies required to perform the work under the subtask item.

2.1.5.3.3 - **Grass, Weed, and Tree Control at Fences, Drainage Flumes/Swales, and Riprap Areas**. Measurement for grass, weed, and tree control around and in the engineering structures at the site shall be on the basis of EACH completed mowing cycle. Payment shall not be made until the work has been inspected and approved by the Government. Payment shall be made on a LUMP SUM basis and shall cover all expenses for administration, supervision, labor, materials, equipment, and supplies required to perform the work under the subtask item.

2.1.5.3.4 - **Tree Removal and Pruning**. Measurement for tree pruning and removal shall be on the basis of EACH cycle. Payment shall not be made until the work has been inspected and approved by the Government. Payment shall be made on a LUMP SUM basis and shall cover all expenses for administration, supervision, labor, equipment, and supplies required to perform the work.

2.1.5.3.5 - **Clean-out and Maintenance of Existing Drainage Ditches, Culverts, Checkdams, and Stormwater Catchment Basins**. Measurement shall be on the basis of EACH cycle completed, on a once-per-year basis. Payment shall not be made until the work has been inspected and approved by the Government. Payment shall be made on a LUMP SUM basis and shall cover all costs for administration, supervision, labor, materials, equipment, and supplies required to perform the work under each subtask item.

2.1.5.3.6 - **Maintenance of Methane Vent Wells, Ground Water Monitor Wells, Protective Bollards, and Drain Grates and Drain Clean-outs**. Measurement shall be on the basis of EACH well, drain grate opening, and drain clean out completed. Each well is defined to include the 4 protective bollards surrounding the well. Payment shall be made on a LUMP SUM basis and shall not be made until the work has been inspected and approved by the Government. Payment shall cover all costs for administration, supervision, labor, materials, equipment, and supplies for each section under the subtask item.

3.0 HEALTH AND SAFETY REQUIREMENTS

3.1 **Health and Safety Requirements**. The Contractor shall meet or exceed the health and safety requirements set forth in this section. This contract extends over a period of time where site conditions may and probably will vary as the landfill ages and weather

conditions impact the area. The Contractor shall ensure that he is aware of these potential changes and weather generated effects and is prepared to protect his employees' health and safety during the execution of this contract.

3.2 **References and Documents.** It is the responsibility of the Contractor to acquire and maintain current, all safety and health standards applicable to this contract. These include but are not limited to the following.

3.2.1 29 CFR 1903 OSHA Inspections, Citations and Proposed Penalties

3.2.2 29 CFR 1904 OSHA Recording and Reporting Occupational Injuries and Illnesses

3.2.3 29 CFR 1910. OSHA Health and Safety requirements, particularly:

1910. 10 - Hearing Conservation

1910, Subpart I - Personal Protective Equipment, (PPE- eye and face protection, respiratory protection, foot protection, etc)

1910 Subpart J - General Environmental Controls (sanitation, signs and tags. lock-out/tag-out, etc)

1910.243 (e) - Power lawn mowers,

1910. 1000 - Air contaminants,

1910.1020 - Access to employee exposure and medical records,

1910.1200 - Hazard communication.

1910 Subpart K - Medical & First Aid

1910 Subpart P - Hand and Portable Powered Tools

3.2.4 EM 385-1-1. U.S. Army Corps of Engineers, Safety and Health Requirements Manual, current edition (http://www.hq.usace.army.mil/soh/hqusace_soh.htm).

3.3 **Submittal Requirements.** The Contractor shall prepare, in accordance with EM 385-1-1 Appendix A Minimum Basic Outline for Accident Prevention Plan, a site specific Accident Prevention Plan. Three draft copies of the plan shall be prepared and submitted for Government review and acceptance (GA). The plan shall be reviewed and accepted by a Savannah District Safety and Health Professional. Corrected final copies (6 each) shall be prepared and submitted. The Contractor shall keep a copy of the corrected Accident Prevention Plan onsite during all work activities. The Contractor shall note in the submittal, areas within the Appendix A guidance that are not applicable to this contract (Lead abatement, Diving, etc.).

The Contractor shall update and resubmit the APP for any option years executed under this contract. Re-submittals shall be identified in the same manner as the original documents with the addition of the words "Annual Update For" evident on the cover page. Previously submitted information need not be re-submitted.

3.3.1. The Contractor shall also submit by attaching to the Accident Prevention Plan, for Government review and acceptance (GA), the following information:

Proof of employee participation in a medical surveillance program, including a physician's signed statement that the employee is cleared to wear a respirator and a filtering facepiece (dust mask); is participating in a hearing conservation program and has had an audiogram within the last twelve months and is fully capable to execute the field work to which he/she has been assigned. The statement shall include the employee's full name, an employee ID number, employer's name and address, the full name of the physician, address, telephone number, all printed, and the physician's signature. Do not submit personal medical data. Documents shall be maintained onsite during all work activities. Documents shall be updated and re-submitted annually. Re-submittals shall be identified in the same manner as the original documents with the addition of the words "Annual Update For:" evident on the cover page.

Submit proof of participation for those employees who will be operating vehicles or equipment covered by DOT medical, drug abuse prevention, and specific training and licensing requirements. Do not send personal medical data. Documents shall be maintained onsite during all work activities. Documents shall be updated and re-submitted annually. Re-submittals shall be identified in the same manner as the original documents including the addition of the words "Annual Update For " evident on the cover page.

Submit copies of all CPR and First Aid training certifications for personnel that will be onsite. Copies of training cards must be maintained onsite during all work activities. Documents shall be updated and re-submitted annually. Re-submittals shall be identified in the same manner as the original documents including the addition of the words "Annual Update For" evident on the cover page.

Submit a Heat Stress /Cold Stress Monitoring Plan. Include methods of personnel monitoring, detection and evaluation equipment, PPE controls and substitutions, and an emergency response plan.

Confined space entry is not anticipated for this contract, however, should it be necessary to enter a confined space area to conduct repairs, an entry plan shall be prepared and submitted to the Government for review and acceptance (GA).

3.4 Description of Tasks and Potential Hazards to be Addressed in the Accident Prevention Plan. Greater details on the technical details of the following tasks can be obtained from Section 2.0 of this document. It is the Contractor's responsibility, before each maintenance event, to inquire about and obtain the latest methane, groundwater, and surface water sampling results. The contract activities and PPE shall be modified as needed; based upon the sampling results, to ensure that workers are protected from fire, safety, or health hazards that the compounds may cause. This shall be accomplished by modifications in work practices, personnel monitoring, engineering controls, and PPE. Should hazardous materials or gases (as defined by OSHA's Z Table and /or American Conference of Governmental Industrial Hygienists (ACGIH) TLV Booklet, be detected, the Contractor shall take precautions to protect their employees. Other hazards which may be encountered in executing this contract included: high noise, dusts, contaminated outflow water, methane asphyxiation hazards in low areas or culverts, methane and landfill gas related fire hazards, snakes, rats, stinging, biting insects and other wildlife related hazards, vehicle roll-over and back-over hazards, eye and face hazards from flying lawnmower

cuttings or stones, and from string trimmer strings and cuttings, cuts, scrapes and ensuing infections, back injury and other ergonomic related injuries, foot hazards from riprap movement, leg and foot strains and sprains from uneven work surfaces, skin exposure/irritation caused by fertilizers, geotextile glues or sealant, and poisonous plants. This list is not to be used as a complete list of hazards, but as a suggestion as to the types and sources of potential hazards. The Contractor is responsible for addressing all potential safety and health hazards and their prevention in the Accident Prevention Plan and Updates.

3.5 **Site Safety Monitoring Equipment.** The Contractor shall be responsible for the use, calibration, quality control, and maintenance of all monitoring equipment brought onsite. Equipment may include but not be limited to: combustible gas indicators (CGI, LEL meter), methane monitors, oxygen sensors, toxic vapor analyzers (TVA), organic vapor analyzers (OVA), heat stress monitoring equipment (WBGT), detector tubes, noise meters and data loggers. As a minimum, there shall be onsite one CGI or LEL meter and one OVA or TVA.

3.6 **Highway Safety.** The Contractor shall provide DOT specified “Men Working” signs facing each direction of traffic for all mowing, trimming, or other tasks conducted on the edge of a paved road. Signs shall be placed a minimum of 300 feet from the beginning of the work area. Mowers and other slow moving vehicles shall display the DOT florescent orange triangle representing a slow moving vehicle. All workers shall wear fluorescent orange safety vests. No entertainment devices (radios, tape or CD players, etc.) with earphones or headsets shall be worn during roadside work. Earmuffs and earplugs shall be worn if there is a noise hazard. Cellular phones and two-way radios shall not be operated while driving a moving vehicle. Vehicles and mowers shall not be left unattended on the side of the road during breaks or at the end of the day.

4.0 GENERAL REQUIREMENTS AND STANDARDS

4.1 **Project Management.** The Contractor shall provide an organizational chart detailing their project management staff, subcontractors, etc., to the Government within 30 days of NTP. This chart may be submitted with the project schedule. See 4.1.8 below.

4.1.1 **Project Manager.** The Contractor shall assign a principal or key employee to serve as the Contractor's Project Manager for this project. This individual shall oversee the coordination and execution of the entire project and shall be capable of administering all instructions from the Savannah District COE and obtaining answers to all questions related to the project during the course of the contract period.

4.1.2 **Project Team.** The Contractor shall assemble a team composed of experienced personnel with appropriate disciplines/trades to prosecute the work under this contract. Key personnel shall be shown on the organizational chart.

4.1.3 **Coordination.** The Contractor shall coordinate all contract activities through the Corps' Technical Point of Contact (TPOC) or his designated representative. During the prosecution of the work, the Contractor shall keep in close liaison with the Corps' West Area

Engineer Office at Fort Benning, Georgia. The Corps West Area Engineer Office will coordinate with Fort Benning for initial on-site activities. Ft. Benning will not provide day-to-day assistance or coordination for the Contractor.

4.1.4 **Points of Contact.**

* Ft. Benning Environmental Management Division: Neil Pearce - 706-544-7188

* Savannah District: Project Manager - Frank Araico -912-652-5243
Technical Manager - Zsolt Haverland - 912-652-5815
TPOC, Ft. Benning – Jeff Hill -706-544-1165

4.1.5 **Meetings.** The Contractor shall be represented by personnel familiar with all aspects of the work, to include sub-contractor personnel when necessary, at all meetings. See Paragraph 2.1.2.1 regarding types and numbers of meetings.

4.1.5.1 The Contractor shall be responsible for taking notes and preparing the minutes for all meetings/conferences. Minutes from all such meetings will be prepared in typed form, signed by the Contractor's project manager, and distributed to all attendees and the Corps of Engineers TPOC within ten (10) days after the meeting date. These minutes shall include the date, place, and a list of attendees, including the organization and telephone number. Comments made during the conference, or decisions affecting the contract requirements, must be recorded in the basic conference minutes. Any augmentation of written comments should be documented by the conference minutes.

4.1.6 **Confirmation Notices.** The Contractor is required to provide a record of all discussions, verbal directions, and telephone conversations participated in by the Contractor and/or his representatives on matters relative to this contract, irrespective of whom the other participants are. These records entitled "Confirmation Notices", will be numbered sequentially and shall fully identify participating personnel, the subject discussed, and any conclusions reached. The Contractor shall forward a reproducible copy of the confirmation notices on a monthly basis to the Corps' TPOC.

4.1.7 **Government Furnished Resources.**

The Contractor may request this type of information if needed.

- * Previous site investigation reports on FT Benning;
- * Applicable Engineer Manuals, Regulations, and Technical letters.
- * Liaison with state regulatory agencies and FT Benning.
- * Available survey control data.
- * Site plans

4.1.8 **Schedule/Progress Chart and Monthly Updates.** Within 30 days of receipt of the Notice to Proceed, the Contractor shall prepare and submit a schedule/progress chart (Gantt

Chart) to show the proposed schedule for completion of the work. The progress chart shall be prepared in a reproducible form and submitted for approval. The actual progress shall be updated and submitted by the 10th day of each month and may be included with the request for payment. Progress charts must be revised to reflect any modifications and/or other approved changes in scheduling.

4.1.9 **Review of Progress and Technical Adequacy.** At appropriate times, representatives of the Contracting Officer may review the progress and technical adequacy of the work. Such review will not relieve the Contractor from performing all contract requirements, except as may be waived in writing by the Contracting Officer.

4.1.11 **Notification of Site Visits.** The Contractor shall notify the Corps' Project Manager and the West Area Engineer Office at least 10 days in advance of proposed site visits or immediately upon decision to visit the site. Confirmation of site visits shall be made immediately prior to the site visit. Notification by telephone or electronic mail is sufficient. Confirmation of the site visit request by the Corps of Engineers is required before the Contractor may actually make such visits.

5.0 EVALUATION

Past performance and price will be considered as the basis of award. Past performance will be evaluated based upon responses received from three to five references that respond to the attached Performance Questionnaire. The Government reserves the right to consider other sources as deemed necessary to determine acceptable past performance. The offeror must provide three to five references for work performed on previous mowing and maintenance contracts. The reference list shall contain point-of-contact, telephone number, and fax number for each reference. These references shall be submitted with the Request For Quote package.

APPENDIX A, SITE MAP

Appendix A, Site Map is available via email to letha.m.jones@sas02.usace.army.mil or by written request faxed to (912) 652-6061, ATTN: Letha Jones or by downloading from the EBS page at <http://ebs.sas.usace.army.mil>. Please request any needed documents in a timely manner to ensure receipt prior to closing date of the Request for Quote. The request should include the following information:

- 1. Name of Company/Organization with complete mailing address**
- 2. Point of contact, to include a telephone and fax number**
- 3. Email address**

APPENDIX B, AS-BUILT DRAWINGS

APPENDIX B

Appendix B, As-Built Drawings are available via email to letha.m.jones@sas02.usace.army.mil or by written request faxed to (912) 652-6061, ATTN: Letha Jones. Please request any needed documents in a timely manner to ensure receipt prior to closing date of the Request for Quote. The request should include the following information:

- 1. Name of Company/Organization with complete mailing address**
- 2. Point of contact, to include a telephone and fax number**
- 3. Email address**

APPENDIX C, O&M MANUAL

OPERATION AND MAINTENANCE MANUAL FOR THE CLOSURE OF
FORT BENNING LANDFILL NO. 13

Prepared for:

Directorate of Public Works Environmental Management Division Fort
Benning, Georgia

Prepared by:

ENVIRONMENTAL SCIENCE & ENGINEERING, INC. Gainesville, Florida

Contract No. DACW41-87-D-0151 ESE No. 3922027G

October 1995

Updated by:

U.S. Army Corps of Engineers Savannah District Geotechnical &
HTRW Branch Soils Section

May 1997

Section

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LIST OF ACRONYMS AND ABBREVIATIONS

ACOE	U.S. Army Corps of Engineers
GCL	geosynthetic clay liner
GDNR	Georgia Department of Natural Resources
GDNR EPD	Georgia Department of Natural Resources, Environmental Protection Division
HDPE	high density polyethylene
NTU	Nephelometric Turbidity Units
O&M	operation and maintenance
PMS	Preventative Maintenance Schedule
PVC	polyvinyl chloride
RFI	RCRA Facility Investigation
TWD	total well depth

1.0 INTRODUCTION

1.1 GENERAL

This manual describes the operation and maintenance (O & M) of various remedial measures for the final closure of landfill No. 13 at Fort Benning, Georgia. The objectives of this closure consist of Groundwater/Leachate control, through the use of a final cover; surface water control; and an appropriate gas venting system. Only general O & M procedures are provided in this O & M manual. Site-specific details, not addressed in this manual, are left to the discretion of the Directorate of Public Works, Environmental Management Division, Environmental Programs Branch (POC: Neil Pierce), Fort Benning, and should be consistent with the final approved set of construction as-built plans and specifications. The site-specific O & M, provided in this manual, are in addition to any manufacturer's O & M requirements. Where more specific or detailed guidelines are provided by the manufacturer, the manufacturer's requirements shall govern operation and maintenance of that specific component.

1.2 SITE HISTORY

Fort Benning, located near Columbus, Georgia, occupies approximately 182,000 acres including areas in Muscogee and Chattahoochee Counties, Georgia, and extending into Russell County, Alabama. The Chattahoochee River borders and passes through the installation to the west and serves as the state border for Georgia and Alabama.

Landfill No. 13 is located in the north-central portion of the Fort Benning military reservation. The 80-acre landfill site is situated a top a north-trending ridge drained by intermittent streams flowing to the east, south, and west. Filling at this site began in 1965 and continued until 1983. The State of Georgia issued a solid-waste permit for a 19-acre portion of the landfill in February 1982; the site operated without a permit prior to this time. The type of refuse disposed in the landfill included household garbage, paper, construction debris, kitchen grease, and small quantities of industrial wastes. Fort Benning has not operated this site since 1983, when the State of Georgia permitted the current landfill off 1st Division Road.

1.3 PURPOSE

The purpose of this document is to two-fold; (1) to provide a guide to the owner on the maintenance and operation of the completed cover system of Landfill 13 and (2) to work **in**

conjunction with the Groundwater and Methane Monitoring Plans to provide overall assurance that the cover system is performing as designed.

1.4 GEOLOGY AND HYDROGEOLOGY

A description of the geology and hydrogeology of the site is included in the Groundwater Monitoring Plan.

1.5 AS-BUILT CONDITIONS

The completed construction incorporated the following changes from the original contract documents:

1.5.1 The composition of the final cover was changed. The in-place landfill cover, from top to bottom, consists of 24-inches of compacted soil, Nicolon S 1000 Geotextile, Tensar NS 13 05 Geonet, Gundle 40-mil High Density Polyethylene (HDPE) geomembrane, and Claymax 200P GCL. The geotextile and geonet together provide drainage for any water that percolates through the soil layer. The geomembrane and geosynthetic clay liner (GCL) form the near impervious water barrier.

1.5.2 The four flumes and associated drainage channels were changed from concrete to riprap. Riprap is 12-inches in the flumes and 9-inches in the drainage channels. The drainage channel below flume three was extended and protected with 9-inches of riprap.

1.5.3 A 300 feet long channel (protected by riprap) near Highway 27 in the southwest corner of the project was added to control storm water. At the downstream end of this channel where it intersects flow from the sedimentation ponds, a grouted riprap basin was added. The basin has a trapezoidal shape and is six feet deep and has a six feet wide bottom; the average size of the grouted riprap is 21 inches. Water from this basin leaves the site via a four feet square box culvert.

1.5.4 A 250 feet long channel (protected by riprap) in the southeast corner of the project was added to prevent erosion where storm water leaves the site.

1.5.5 The landfill cap was extended on the north and northwest edges of the site (near Old Cusseta Road) due to landfill materials encountered outside the identified limits. In addition to extending cap materials, additional toe drains, drainage ditches, and seeding were necessary to protect the expanded area.

1.5.6 Small berms were added around the perimeter of the top of the landfill cap and at various locations on the slopes and downstream areas to direct storm water to adequate drainage structures.

1.5.7 A six feet high perimeter fence, including three access gates, was added to the project.

1.5.8 Storm water control structures 1 and 2 and associated 54-inch concrete pipe were deleted. They were replaced by two sedimentation ponds on the west side of the landfill. Both sedimentation ponds have a corrugated metal riser pipe with trash shield and are connected to a 36-inch diameter HDPE drain pipe.

1.5.9 A drainage ditch was added/reconfigured along Old Cusseta Road on the north side of the landfill.

1.5.10 The corrugated metal pipe that drained flume 4 beneath the west access road was deleted and replaced by a riprap lined ditch that is passable by vehicle.

1.5.11 A sedimentation pond was added in the southeast corner of the project. The pond is drained by a 24-inch HDPE pipe. Riprap drainage ditches in the vicinity were extended into the sedimentation pond.

1.5.12 An entrance from Mame Road to the West Access Road was added.

1.5.13 Small berms for erosion control were added in the northwest quadrant. An additional riprap drainage ditch was added in the southwest quadrant. Erosion control matting was added in several locations on the north and west sides of the project. The outfall pipe was extended, a headwall added, and erosion protection added at East Access Road drainage pipe. All of the above were added to improve erosion protection at the site.

As-built contract drawings have been prepared by the Contractor. All as-built drawings and construction records should remain together and will be located at the offices of the Directorate of Public Works, Environmental Management Division, Environmental Programs Branch at Fort Benning for future reference.

1.6 POST-CLOSURE SITE USAGE

Fort Benning has no plans of future development or use for the Landfill 13 site. The site will be maintained with a grass cover and other erosion control features.

1.7 POST-CLOSURE PLAN NOTIFICATION

Fort Benning shall notify GDNR that the Post-Closure Plan has been prepared and will be placed in the operating record upon receipt of a final, approved plan. A copy of this plan shall be submitted to the state with the notification.

1.8 COMPLETION OF POST-CLOSURE CARE

Upon completion of the post-closure care period, Fort Benning shall certify in writing to GDNR that all post-closure care has been completed in accordance with this Plan and the pertinent Federal and State regulations.

2.0 GROUNDWATER AND LEACHATE CONTROL

2.1 FINAL COVER 2.1.1 DESCRIPTION

The final cover for the closure of Landfill No. 13 consists of multi-layered system. The vegetative cover and geosynthetic drainage layer in the capping system will work together to reduce runoff and stormwater seepage diverted by the underlying low-permeability layer. The low-permeability layer consists of a 40-mil HDPE geomembrane underlain by a GCL which provide a near-impervious barrier.

2.1.2 OPERATION

No external support is required for actual operation of the landfill cap.

2.1.3 MAINTENANCE

Preventative and restorative maintenance should consist of a bi-annual visual inspection for continued long-term cover integrity. If the monitoring well system indicates a problem, a closer, more thorough inspection should be considered. If a problem area is clearly visible, action should be taken to restore the damaged area (refer to Section 5.5, Action Recommendations).

2.2 MONITORING WELLS

2.2.1 DESCRIPTION

A total of 35 shallow monitoring wells were installed between 1987 and 1994; of these, 23 are functional as of the writing of this report. A list of monitoring wells with their installation data and status are included in Table 2-1. Monitoring well locations are shown on Figure 2-1.

2.2.2 OPERATION

The monitoring well operational procedures are detailed in the Groundwater Monitoring Plan.

2.2.3 MAINTENANCE

Each well will be maintained in operational condition for the full monitoring period. Each well will be inspected quarterly for tampering, surficial damage, silting, and screen damage. If damage or evidence of tampering of a well in the monitoring system is observed, the damage will be described in a letter addressed to the Fort Benning Directorate of Public Works, Environmental Management Division, Environmental Programs Branch. The letter will include a description of the damage and the effect the damage will have on the operation of the well, and a plan to repair or replace the well. During the post closure period, the pointof-contact for the Landfill No. 13 will be Mr. Neil Pierce of the above identified office unless specified otherwise by the Fort Benning Directorate of Public Works.

The area around each well shall be maintained such that the well is easily visible. Grass and other vegetation shall be cut at least every other month during the growing season unless the well is located within the limits of the landfill cap. The area around wells located within the limits of the landfill shall be cut at the frequency required for the landfill cap in paragraph 4.5.3 of this report. The identification numbers on wells shall be visible at all times. Protective casings for the wells shall be maintained including periodic cleaning and painting.

If the wells produce turbid water (>50 NTU), they will need to be redeveloped as part of the operation and maintenance (O&M) program. This must be checked prior to the first round of sampling using a turbidity meter. During this process the water level as well as the Total Well Depth (TWD) must be measured. If a monitor well is dry, it should be noted in the field logbook and immediately reported to GDNR, Environmental Protection Department (GDNR EPD). GDNR EPD will review the monitoring system to determine whether the well will be replaced with another groundwater monitoring well installed in a deeper aquifer.

If it is necessary to replace an existing monitor well, the well will be abandoned using methods approved by GDNR EPD and the U.S. Army Corps of Engineers (ACOE). Additional information is provided in the Groundwater Monitoring Plan.

3.0 GAS CONTROL

3.1 PASSIVE VENTING SYSTEM

3.1.1 DESCRIPTION

Gas generation, from a landfill site, may range from a few to hundreds of years. The major component of landfill generated gas is methane. Methane is odorless, colorless, lighter than air, and combustible. The high combustibility of methane is a potential hazard in landfill environments. Once the final cover is placed over the landfill, a venting system must be in place to avoid gas build up in central pockets or around the perimeter of the cover. The gas venting system for closure is a passive interior venting system. It consists of passive vents spaced at 200-foot centers throughout the interior area of the cover. These passive vents allow for gravity venting of the gas and provide for a permanent low-maintenance gas-control system.

The length of slotted pipe in the passive gas vents varies since the landfill depth varies. The slots in the pipes are 0.2 inches wide, the minimum length of the riser pipe will be 7 ft - 6 inches, a reducer (4 inches by 6 inches) was used to reduce the diameter from 6 inches to 4 inches; the clay surface vent seal is at least 18-inches thick; and the gravel pack was placed from the bottom of the 24-inch auger to the bottom of the clay surface vent seal.

The passive gas venting system consists of 34 4-inch gas vents. Vent installation consists of a 24-inch-diameter hollow-stem auger bore to the bottom of the waste. A 6-inch-diameter Schedule 80 slotted pipe was installed beginning 2 feet above the bottom of the waste. The vent extends to the surface from the slotted pipe as a 4 inch PVC pipe, elbows downward at the surface, and the vent elbow is covered with a screen. The remainder of the space was filled with pea gravel and a surface cement bentonite grout/bentonite pellet seal and liner seal connection. The gas vents are protected by a 3 foot x 3 foot, 12 inch-thick slab and four protective bollards. The vent pads are elevated a minimum of 12-inches above finished grade to enhance visibility and maintenance of the passive gas vent. The location of the gas vents are shown in this section as Figure 3-1, and a detail of the passive gas vent installation is shown on Figure 3-2.

3.1.2 OPERATION

Because the operation of the venting system relies on gravity and the immediate atmosphere as the only sources of energy to dissipate the gas, there are no operational guidelines other than the perimeter monitoring described in Section 3.2, Permanent Gas Monitoring Wells.

3.1.3 MAINTENANCE

Initial maintenance shall include visual inspection of all visible components. If perimeter testing should indicate excessive gas build up, vent blockage shall be assessed. Upon perimeter gas vent monitoring stabilization results, a preventive maintenance plan need only incorporate a bi-annual visual inspection of the venting system. Minimal maintenance for the passive gas vents should include a visual check of surface vent screens and openings (above grade), and vent cover seal for integrity, blockage, and leakage.

3.2 PERMANENT GAS MONITORING WELLS

3.2.1 DESCRIPTION

Five permanent methane gas probes were installed under the RFI Phase I field effort during the period of March 22 through March 30, 1989 as shown on Figure 3-3. These five gas probes are labeled GP-1 through GP-5. The probe boreholes were augered to a depth of 6 feet and all gas probes were constructed of 2-inch-diameter Schedule 40 PVC casing. Each gas probe was factory perforated with 1/8-inch holes along the bottom 5 ft to allow the inlet of gases, if present.

3.2.2 OPERATION

The permanent methane gas probes act similar to the passive gas vents described in Section 3.1.

3.2.3 MAINTENANCE

Initial maintenance shall include visual inspection of all visible components. Minimal maintenance, on a periodic basis, for the permanent gas probes should include a visual check of probe cap, probe opening, and probe cover seal for integrity, blockage, or gas leakage. Other

maintenance such as cutting vegetation, maintaining protective casings, and reporting damages shall be as specified for groundwater monitoring wells in paragraph 2.2.3 of this report.

4.0 SURFACE WATER CONTROL

4.1 DETENTION PONDS

4.1.1 DESCRIPTION

Detention/sedimentation ponds are utilized to attenuate the 25-year, 24-hour rainfall event so that the pre-improvement or historic (natural) stormwater flow (discharge peak and volumes) are not exceeded by post-improvement or development flows. These ponds will also act as sedimentation basins to reduce suspended solids entrained in surface flows. Runoff will discharge along and to the natural drainage courses on the site. Site drainage features are presented in Figure 4-1.

4.1.2 OPERATION

The influent flow volumes and flow rates are controlled by rainfall. The rate of stormwater release will be limited by the outfall discharge drainage system. Hence, there are no inherent operational requirements.

4.1.3 MAINTENANCE

A bi-annual preventative maintenance schedule should be sufficient. Interim preventive maintenance shall consist of a thorough visual inspection (preferably following a heavy rain) to ensure that berms, plumes, ponds, outfall pipes, swales, and ditches are performing properly. Any branches, grass, or other obstructions caught in the stormwater conveyance system should be expeditiously removed. To function as designed periodic removal of sedimentation will be required. Refer to Section 5.5, Action Recommendations.

4.2 BERMS, TERRACES, CHANNELS, ETC.

4.2.1 DESCRIPTION

The combination of berms, terraces, channels, and other appurtenances are utilized to divert rainwater to detention ponds and control erosion.

4.2.2 OPERATION

Because berms, terraces, and channels are free-standing structures and gravity powered, no operational assistance is required.

4.2.3 MAINTENANCE

All stormwater control devices mentioned shall require, at a minimum, a bi-annual visual inspection with erosion effects as the prime concern. Any obstructed waterways or control diversion structures shall be free of debris. Eroded areas, including displaced riprap, shall be repaired promptly. Areas requiring revegetation for further erosion control/protection shall also be repaired promptly. Refer to Section 5.5, Action Recommendations.

4.3 FLUMES AND CULVERTS

4.3.1 DESCRIPTION

Four rock lined flumes are provided to transport stormwater runoff from the upper perimeter ditches to lower perimeter ditches and finally to storm water detention ponds. Because extreme slopes exist, energy needs to be dissipated at the top and bottom of the flumes, thereby reducing flow velocities. The culverts leaving the detention ponds are provided to limit the release of stormwater, thereby maintaining the historical flow conditions of the site.

4.3.2 OPERATION

Flumes and culverts are driven by the flow condition and elevation head provided by rainfall. Therefore, no operational assistance is required.

4.3.3 MAINTENANCE

Bi-annual visual inspections of both flumes and culverts should since. Any obstructions, aside from energy dissipation features, shall be removed. Eroded areas near inlet/outlet shall be repaired and further stabilization measures taken if applicable. Structural stability and integrity should also be evaluated during inspection. Refer to Section 5.5, Action Recommendations.

4.4 GENERAL EROSION AND SERVICE ROAD 4.4.1

DESCRIPTION

The perimeter road at the landfill base is provided primarily for maintenance/ inspection access to the site. It is strategically placed along the outer edge of the base perimeter ditch and detention ponds to act as a slope bench. This dual purpose saved on construction costs and add to the reliability of the overall design.

4.4.2 OPERATION

The function of the perimeter road is to support ingress/egress of maintenance/ inspection vehicles. It's secondary function, as a slope bench, is to contain stormwater runoff in the base perimeter ditches and ponds.

4.4.3 MAINTENANCE

Preventative maintenance of the service road and the surface of the landfill/sideslopes shall consist of a thorough visual inspection specifically targeted at erosion problems. A bi-annual Preventative Maintenance Schedule (PMS) is consistent with the existing schedule and should be sufficient. Eroded areas shall be promptly repaired, in accordance with the construction specifications and as-built plans. Further erosion protection measures should be provided if

applicable. The table in Section 5.5 provides details of required action for most problem scenarios and should aid in the decision making process.

4.5 VEGETATION

4.5.1 DESCRIPTION

Site vegetation serves two important functions. First and foremost, vegetation aids in the stabilization of topsoil and discourages long-term erosion problems. A secondary benefit and function of vegetation is an increased percentage of rainfall being lost to evapotranspiration and an increase in the site time of concentration, thus reducing the peak intensity and volume of stormwater runoff.

4.5.2 OPERATION

The vegetation chosen is consistent with the general area and periodic inspection is required to ensure the grass cover is adequate.

4.5.3 MAINTENANCE

All seeded areas shall be protected from vehicle traffic. Apply annual application of 600 pounds of 6-12-12 analysis fertilizer per acre and topdress with 150 pounds of ammonium nitrate per acre. Apply agricultural limestone at the rate of 1 ton per acre every 4 to 6 years. All grassed areas shall be mowed at least monthly during the proper season to control vegetation. Grass should be mowed to a height of 3 to 6 inches. Cutting grass on the slopes of the landfill may require special equipment due to the steepness of the slopes. Grass on the slopes shall be cut at the same frequency as grass on the top of the landfill cap. A bi-annual visual inspection of seeded/planted areas to ensure proper cover should be sufficient. Any barren areas should promptly be tilled, fertilized and reseeded as per recommendations of the Environmental Programs Branch (POC - Neil Pierce) or the local soil conservation office.

5.0 MAINTENANCE SUMMARY

5.1 BI-ANNUAL CHECKLIST

The following bi-annual checklist is suggested for use at Fort Benning Landfill No. 13 during post-closure care.

Inspected Item/	Date	
<u>Subitems</u>	<u>Inspected</u>	<u>Comments/ Condition</u>
Final Cover		
a) Cracks/Settlement		
b) Erosion		
c) Lack of vegetation		
d) Seepage		
Side Slopes		
a) Rilling		
b) Sloughing		
c) Benching		
d) Cracks		
e) Erosion		
f) Lack of vegetation		
g) Seepage		
Groundwater Monitoring Wells		
a) Accessibility		
b) Security		
c) Seal		
d) Erosion/Undermining		
e) Seepage/Leaks		
f) Cracks at concrete base		
Gas Monitoring Wells		
a) Accessibility		
b) Security		
c) Seal		
d) Erosion/Undermining		
Gas Control Passive Vents		
a) Vent screens clear		

- b) Cracks at concrete base
- c) Pipe seals/Collars
- d) Erosion/Undermining

Detention Ponds

- a) Erosion/sediment build-up
- b) Rock lined chutes & ditches
- c) Outfall piping
- d) Obstructions
- e) Velocity control devices

Berms, Terraces, Channels, etc.

- a) Erosion
- b) Obstructions
- c) Vegetation condition
- d) Stabilization condition (rock/rip rap)
- e) Sloughing
- f) Benching
- f) Sedimentation

Flumes and Culverts

- a) Cracks
- b) Sliding
- c) Structural stability
- d) Erosion
- e) Obstructions
- f) Sedimentation
- g) Undermining

Service Road

- a) Cracks (lateral and longitudinal)
- b) Pot holes
- c) Pumping action
- d) Erosion
- e) Soft areas
- f) Rutting
- g) Compaction condition
- h) Shoulder condition

Note: Quarterly inspections may be more appropriate than bi-annual inspections due to four distinct seasonal shifts. Assuming favorable conditions exist, two technicians should be able to perform a single quarterly/bi-annual inspection in 4 hours.

5.2 REPORTING PROCEDURE

All inspection reports, maintenance records, groundwater and gas monitoring test results, and any other documentation related to the operation and maintenance of the landfill shall be provided to the Directorate of Public Work, Environmental Management Division, Environmental Programs Branch, Attn: Mr. Neil Pierce.

5.3 ACTION RECOMMENDATIONS

The following table provides action recommendations for a wide variety of problem scenarios. Because an infinite number of potential problems exist, the general recommendations should be used merely as a tool in the decision making process to choose a solution, rather than as a governing set of rules to the reader.

Problem	Action Recommendations
Clogged screen on gas vent	Remove, clean, and replace
Broken/corroded or missing screen on gas vent	Replace with new screen
Cracked concrete base on vents or monitoring wells	Repair or replace concrete and seal/ grout
Localized erosion	Immediate restoration of eroded area and cover vegetation
Persistent localized erosion	Restore eroded area and take further preventive measures (such as stabilization or diversions)
Large scale erosion	Restore eroded area and thicken vegetation cover, and obtain engineering assistance, as required. The cause of the large scale erosion should be determined.

Lack of vegetation I	Fertilize, till, and seed/replant the area
----------------------	--

Problem	Action Recommendations
Thinning vegetation	Fertilize and seed area
Exposed liner	Check integrity, replace soil as per plans, and revegetate area
Broken liner	Restore liner integrity as per manufacturer's specifications, replace soil and revegetate
Ponding	Provide fill/ topsoil as required and regrade area to allow proper drainage
Surface cracks on cap	Restore area and revegetate. Check with local soil conservation district office if problem persists
Localized settlement/ sinkholes	Check integrity of liner, provide fill and topsoil, and revegetate
Large scale settlement	Regrade to provide proper drainage, and provide cover vegetation
Build up of sedimentation in ponds	Dredge pond when average depth of sedimentation exceeds 2 feet
Side slope erosion	Restore and take further measures if persistent (such as enhanced stabilization)
Rilling/seepage/ percolation at side slopes	Check integrity of cap and upper perimeter berm. If problem is inherent to design provide swale to base perimeter ditches and <u>restore/ thicken</u> vegetative cover
Sloughing and Benching	Provide fill, regrade slope, stabilize, and revegetate problem area
Obstructions in drainage system (branches, leaves, etc.)	Immediate removal of obstructions
Flume instability/sliding/shifting	Restore as per plan and stabilize
*Minor cracking of concrete (hairline	Patch cracked area

cracks)	
Extreme cracking of concrete	Remove and replace using more steel reinforcement and stabilize sub-base

Problem**Action Recommendations**

Damage to perimeter fence from
vandalism, fallen trees, etc

Restore fence to match adjacent
undamaged fence.

Structural failure of culvert/ headwall

Restore to equal structural integrity or greater
if required and stabilize sub-base.

* The maximum acceptable cracking shall be 0.004 to 0.016 inches, in accordance with ACI Committee 224,1972, "Control of Cracking in Concrete Structures."

APPENDIX D, PERF. QUESTIONNAIRE**PERFORMANCE QUESTIONNAIRE**

The following questions are of two types: YES/NO and RATING. The YES/NO questions should be supplemented with explanatory narrative as noted. When responding to RATING-type questions, choose the corresponding letter that most accurately describes the contractor's performance or situation. If the question is not applicable, circle "N/A". Responses to the RATING-type questions should be supplemented with explanatory narrative as well, if necessary.

SATISFACTORY: Indicates the company's performance or situation within the area of evaluation **meets all** contractual requirements/expectations (as applicable)

UNSATISFACTORY: Indicates the company's performance or situation within the area of evaluation does not meet one or more critical contractual requirements/expectations (as applicable).

CONTRACTOR: _____ **TYPE:** MOWING AND MAINTENANCE
REFERENCE: _____ **DATE:** _____

SIGNATURE: _____

N/A-NOT APPLICABLE

S-SATISFACTORY

U-UNSATISFACTORY

MANAGEMENT

- | | | | |
|---|---|---|----|
| 1. Clear communication with project management, employees and customer. | S | U | NA |
| 2. Appropriate number of competent personnel for service provided. | S | U | NA |
| 3. Appropriate equipment used to accomplish scope of work. | S | U | NA |
| 4. Began work on schedule and maintain production on schedule. | S | U | NA |
| 5. Demonstrated ability to work independently. | S | U | NA |
| 6. Exhibited knowledge of and compliance with regulations (Government or other), state best management practices, and industry standards. | S | U | NA |

Remarks (areas having significance when considering this contractor for similar contract; exceptional and unsatisfactory ratings, etc.): _____

QUALITY

- | | | | |
|--|---|---|------|
| 7. Contractor's accomplishment in meeting quality standards for: | | | |
| a. Technical Performance | S | U | NA |
| b. Administrative Performance | | S | U NA |
| c. Environmental Protection | S | U | NA |

Remarks (areas having significance when considering this contractor for similar contract; Exceptional and unsatisfactory ratings, etc.):

SAFETY

- | | | | |
|--|---|---|----|
| 8. Adherence to all safety regulations and proper use of personal protective equipment (PPE). | S | U | NA |
| 9. Have there been any health or safety violations/serious accidents? (If yes, please explain in "remarks".) | S | U | NA |

Remarks (areas having significance when considering this contractor for similar contract; Exceptional and unsatisfactory ratings, etc.):

GENERAL

- | | | | |
|---|-----|----|----|
| 11. Contractor's Overall Performance | S | U | NA |
| 12. Would you award similar contracts to this contractor? | YES | NO | |
- (If NO, please explain in "remarks".)

Remarks (areas having significance when considering this contractor for similar contract; exceptional and unsatisfactory ratings, etc.):

Additional Remarks:

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	Government
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0002AC	Destination	Government	Destination	Government
0002AD	Destination	Government	Destination	Government
0002AE	Destination	Government	Destination	Government
0002AF	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY FULL TEXT

52.209-4002 PAST PERFORMANCE

Award will be made based on tradeoffs between past performance and price to the responsible, responsive bidder, with a responsibility determination made in accordance with Federal Acquisition Regulation (FAR) 9.1, and specifically 9.104-3(b) satisfactory performance record. Bidders shall submit with their bid the following information to aid in the determination of responsibility:

- (1) Location, Name, General Description (Scope of Work) of at least 3 to a maximum of five contracts for similar size, complete with monetary value, and date of completion.
- (2) Point of contacts (names and telephone numbers) for all submitted references so individuals may be contacted for verification.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2003)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Past Performance is somewhat more important than Price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

____ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It (☐) is, (☐) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (☐) has, (☐) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It (☐) is, (☐) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to

obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

- (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in

the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 NA (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 NA (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

 NA (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

 NA (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

- _NA_ (ii) Alternate I (MAR 1999) to 52.219-5.
- _NA_ (iii) Alternate II to (JUNE 2003) 52.219-5.
- _XX_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- _NA_ (ii) Alternate I (OCT 1995) of 52.219-6.
- _NA_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- _NA_ (ii) Alternate I (OCT 1995) of 52.219-7.
- _NA_ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- _NA_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- _NA_ (ii) Alternate I (OCT 2001) of 52.219-9.
- _NA_ (iii) Alternate II (OCT 2001) of 52.219-9.
- _NA_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- _NA_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- _NA_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- _NA_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _NA_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _XX_ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- _NA_ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- _XX_ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _XX_ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- _XX_ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- _XX_ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- _XX_ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

NA (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

NA (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

NA (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

NA (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

NA (ii) Alternate I (MAY 2002) of 52.225-3.

NA (iii) Alternate II (MAY 2002) of 52.225-3.

NA (23) 52.225-5, Trade Agreements (OCT 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

NA (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

NA (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

NA (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

NA (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

NA (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

NA (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

NA (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

NA (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

NA (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__NA__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__NA__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__NA__ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two years.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
 Employee Class Monetary Wage-Fringe Benefits

Laborer , Ground Maintenance \$9.03

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-4002 REQUIRED INSURANCE (FEB 1987 SAS) (Ref. FAR 28.307)

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

Comprehensive and Employer's Liability Insurance in the amount required by the State law in which the work is to be performed under this contract.

Comprehensive General Liability Insurance in an amount not less than \$500,000 per accident.

Automobile Liability Insurance: \$200,000 per person and \$500,000 per accident for bodily injury liability and \$20,000 property damage liability.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in the policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the

laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this subparagraph (c), in all subcontracts hereunder.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>
<http://www.acq.osd.mil/dp/dars/dfars.html>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dtic.mil/afars>
<http://www.arnet.gov/far/index.html>
<http://farsite.hill.af.mil/vffara.htm>

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.)

This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XX 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

_____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

_____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

_____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

_____ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

_____ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

_____ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

_____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

_____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (_____ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

_____ 252.225-7021 Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

_____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (_____ Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

_____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

_____ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

_____ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

_____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____ Alternate I) (MAR 2000) (_____ Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).

_____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)